

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **GSS25010**

THE BUYER: **Advisory, Conciliation and Arbitration Service (Acas)**

BUYER ADDRESS 14 Westfield Avenue, Stratford, London, E20 1HZ

THE SUPPLIER: Specsavers Optical Superstores Ltd

SUPPLIER ADDRESS: Forum 6 Parkway, Solent Business Park, Whiteley, Fareham, PO15 7PA

REGISTRATION NUMBER: 1721624

DUNS NUMBER: 294612015

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17th February 2025.

It's issued under the Framework Contract with the reference number RM6182 Lot 5 for the provision of Eye Care .

CALL-OFF LOT(S):
Lot 5 – eye care

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6182.
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6182
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6182
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6182

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: Goods and Services

Goods and Services to be provided will be eye care vouchers to be redeemed in our stores, with Specsavers Optical Superstores Ltd maintaining overall responsibility for the service delivery and service specification, as agreed by the Advisory, Conciliation and Arbitration Service (Acas), and Specsavers Optical Superstores Ltd

Special Term 2. Core Terms - Clause 9 IP

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The Supplier would be fine in granting the Buyer a licence to use/make use of the Deliverables as long as such use consists of private use

The Supplier would be fine in the Buyer owning any new IPR created under a Contract as long as this is limited to the referred vouchers

Special Term 3 In relation to Schedule 10 (Exit Management):

a) In relation to procuring all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or would be capable of novation at the Buyer's request to the Buyer and/or any replacement supplier it is acknowledged that the Supplier is unable to grant the Buyer a better right than it has itself and that it will not be possible to gain agreement to the Open Sourcing or open publication of technology relating to commercially used software packages (e.g. Microsoft).

b) That disclosure of any of Supplier's confidential information by the Buyer to an actual or prospective replacement supplier or third party would require the Supplier's prior express consent.

c) The Supplier is not required to confirm proposals (clauses 4.3.4, 4.3.5, 4.3.6, 4.3.7 and 4.3.8) in an Exit Plan for the assignment of all services utilised by the Supplier in connection with the supply of the Goods and/or Services.

d) That the following would not require the Buyer's consent:

1. Supplier's termination, entering or variation of any subcontract or software licence
2. Supplier's modification or disposal of any existing assets or acquisition of new ones

e) The Supplier's prior consent would be required in relation to any Transferable Contracts and/or Assets that were requested to be transferred, assigned or novated by the Buyer to it and/or any replacement supplier.

f) The Supplier's sale of any Transferring Assets to the Buyer and/or replacement supplier shall be at the Supplier's discretion.

g) The Supplier maybe unable to confirm:

1. Procurement of licences and/or sublicenses for the Buyer and/or replacement supplier for continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets; and/or
2. Assignment or procurement or the novation of the Transferring Contracts to the Buyer and/or replacement supplier and/or hold them on trust for the Buyer.

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CALL-OFF START DATE: 1st April 2025CALL-OFF EXPIRY DATE: 31st March 2027

CALL-OFF INITIAL PERIOD: 2 years with the potential to extend for a further 3 years on a 1+1+1 basis (2+1+1+1)

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £6,220.00

CALL-OFF CHARGES

As per framework schedule

£15 per VDU eVoucher

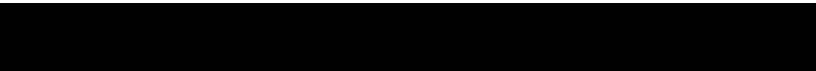
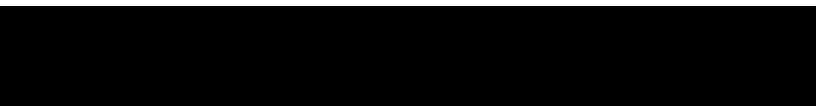
Maximum budget is £6,220.00 total value £31,100.00 ex VAT for the duration of the contract (five years)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment monthly within 30 days of receipt of a valid invoice referencing a valid PO number.

Please include a valid PO number**BUYER'S INVOICE ADDRESS:****BUYER'S AUTHORISED REPRESENTATIVE****BUYER'S ENVIRONMENTAL POLICY**

None

BUYER'S SECURITY POLICY

None

SUPPLIER'S AUTHORISED REPRESENTATIVE

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.6

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SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

[REDACTED]